

## Exhibit A

**IN THE UNITED STATES BANKRUPTCY COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:  
Roderick Berry,

Debtor.

Chapter 13

Select Portfolio Servicing, Inc. as servicing agent for  
U.S. Bank, N.A., successor trustee to LaSalle Bank  
National Association, on behalf of the holders of Bear  
Stearns Asset Backed Securities I Trust 2006-HE7,  
Asset-Backed Certificates Series 2006-HE7,  
Movant,

Case No.: 16-10987-mdc

vs.

Roderick Berry,

Debtor / Respondent,

and

William C. Miller,

Trustee / Respondent.

**STIPULATION IN SETTLEMENT OF  
MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

Select Portfolio Servicing, Inc. as servicing agent for U.S. Bank, N.A., successor  
trustee to LaSalle Bank National Association, on behalf of the holders of Bear Stearns  
Asset Backed Securities I Trust 2006-HE7, Asset-Backed Certificates Series 2006-HE7  
("Mortgagee"), and Roderick Berry ("Debtor"), by and through their respective counsel,  
hereby stipulate and agree as follows (as used herein the singular shall include the plural  
and the masculine shall include the feminine):

1. The automatic stay as provided for by 11 U.S.C. §362 shall remain in full force  
and effect conditioned upon the terms and conditions set forth herein.
2. Mortgagee is holder of a mortgage which is a lien on real property owned by  
Debtor known as and located at 1507e Cliveden St, Philadelphia, PA 19150 ("the Property").

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3. The parties certify that there is a post-petition delinquency which is to be cured pursuant to the terms of this stipulation said delinquency consisting of the following:

3 Payments @ \$2,041.05 (10/01/2017 – 12/01/2017)	\$6,123.15
Less Suspense Balance	(\$29.16)
<b>Total Post-Petition Arrears</b>	<b>\$6,093.99</b>

4. Commencing on January 1, 2018, Debtor shall resume making regular monthly mortgage payments currently in the amount of \$2,041.05 and will pay late charges if applicable.

5. Commencing on January 1, 2018, and continuing through and including May 1, 2018, Debtor shall tender \$1,015.66 per month to Mortgagee in addition to the regular monthly payments. The total payment due each month during this five (5) month period shall be \$3,056.71. On June 1, 2018, Debtor shall tender \$1,015.69 to Mortgagee in addition to the regular monthly payment due. The total payment due for June 2018 shall be \$3,056.74.

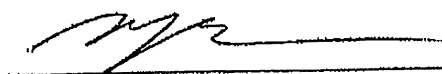
6. Should Debtor's regular monthly payment amount change, Debtor shall be notified of such change by Mortgagee, and the monthly payment amount due under the terms of this stipulation shall change accordingly.

7. Should Debtor fail to make any of the payments required by the terms of this stipulation, or if any regular monthly mortgage payment commencing after the cure of the post-petition delinquency is more than fifteen (15) days late, Mortgagee may send Debtor and Debtor's counsel a written notice of default of this stipulation. If the default is not cured within ten (10) days of the date of said notice, counsel for Mortgagee may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the automatic stay as to the Property. In the event a Notice of Default is issued and the Debtor remits a partial payment, it is


agreed that acceptance of partial payment by the Mortgagee during the cure period shall not constitute a satisfaction or waiver of the Notice of Default. Absent a full cure of the Notice of Default, Mortgagee may file its Certification of Default with the Court and pursue the entry of a relief order.

8. In the event the instant bankruptcy case is converted to a case under Chapter 7, this shall constitute a default under this Stipulation, counsel for Mortgagee may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the automatic stay as to the Property

STIPULATED AND AGREED TO BY:

  
Matthew H. Lazarus, Esquire  
Sadek and Cooper  
1315 Walnut Street  
Suite 502  
Philadelphia, PA 19107  
Attorney for Debtor

Dated: 12/7/2017

  
Matthew C. Waldt, Esquire  
MILSTEAD & ASSOCIATES, LLC  
1 E. Stow Road  
Marlton, NJ 08053  
Attorney for Movant

Dated: 12/7/17

12/13/17  
**No Objection:**

  
TRUSTEE

\*without prejudice to any  
trustee rights or remedies

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IN RE:

Roderick Berry,

Debtor

Chapter 13

Case No.: 16-10987-mdc

U.S. Bank, N.A., successor trustee to LaSalle Bank  
National Association, on behalf of the holders of Bear  
Stearns Asset Backed Securities I Trust 2006-HE7,  
Asset-Backed Certificates Series 2006-HE7,  
Movant,

vs.

Roderick Berry,

Debtor / Respondent,

and

William C. Miller,

Trustee / Respondent.

**ORDER**

IT IS HEREBY ORDERED that the Stipulation of Settlement filed on December  
7, 2017 with regard to the above matter is APPROVED.

December 20, 2017



Hon. Magdelene D. Coleman, U.S.B.J.

## Exhibit B

## MILSTEAD & ASSOCIATES, LLC

Michael J. Milstead

Richard M. Milstead

Mark E. Herrera\*

Nelson Diaz\*

\*Also admitted in PA

### Attorneys at Law

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Chester, PA 19013  
(215) 717-0043 Fax (215) 717-0044

Our File No. 215259-9

May 17, 2019

Brad J. Sadek, Esquire  
Sadek and Cooper  
1315 Walnut Street  
Suite 502  
Philadelphia, PA 19107

Re: Debtor(s): Roderick Berry  
Case No.: 16-10987-mdc  
Creditor / Our Client: U.S. Bank, N.A., successor trustee to LaSalle Bank National Association,  
on behalf of the holders of Bear Stearns Asset Backed Securities I Trust 2006-HE7, Asset-Backed  
Certificates Series 2006-HE7

Dear Mr. Sadek:

We have been advised by our client that payments in accordance with the terms of the Stipulation Agreement approved by the Bankruptcy Court on December 20, 2017, have not been made.

In order to cure the default, it will be necessary for your client to pay \$6,953.55, representing the amount that was to be paid for the months of February 1, 2019 through and including May 1, 2019 and due under the terms of the Order through the date of this letter, within ten (10) days from the date of this letter, plus any additional payments and/or late charges which become due during the ten day period. If the funds are not received within the ten (10) day period, we will certify default with the Bankruptcy Court and request relief from the automatic stay.

Acceptance of partial payments will not constitute a waiver of Select Portfolio Servicing, Inc. rights to pursue the default in the event the partial payments are not enough to cure the entire default.

Very truly yours,  
MILSTEAD & ASSOCIATES, LLC

/s/ Andrew M. Lubin  
Andrew M. Lubin, Esquire

cc: Roderick Berry, 1507 E. Cliveden Street, Philadelphia, PA 19150

**PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, YOU ARE ADVISED  
THAT THIS OFFICE IS DEEMED TO BE A DEBT COLLECTOR. ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.**